By Lord Wrenbury: "It has arrived now at a point at which the fact is that the function of the memorandum is taken to be, not to specify, not to disclose, but to bury beneath a mass of words the real object or objects of the company with the intent that every conceivable form of activity shall be found included somewhere within its terms."

If the contract with a corporation is of such a nature that it would be valid if made with a human being, and if it is made in behalf of the corporation by, or by the authority of, those human beings in whom are vested the powers of corporate management, the corporation should be bound thereby. This rule may perhaps call for some qualifications, particularly in the case of public-service corporations, but it is submitted that it is the wise general rule. With such a rule established by statute, it will then be feasible to insist upon a statement of objects in incorporation papers which will really define the contemplated venture and will, therefore, limit the risks which the managers have, as between themselves and the stockholders, the right to run. On the one hand, it is undesirable that persons should be made timid with regard to contracting with corporations; on the other hand, it is undesirable that stockholders should go into a blind pool. A statute can be drawn so as to avoid both evils, and it is not improbable that the decision in the principal case will be followed by statutory changes.

COMPENSATION FOR SPECIAL SERVICES RENDERED BY A MUNICIPAL CORPORATION. — If an individual carries on a business which involves a city in extraordinary expense, the city may by ordinance impose the expense upon the individual; thus, where the construction of street railroad tracks increased the difficulty and expense of cleaning the streets it was held permissible for the city to require the railroad to clean the space between its rails.[1] And where a business requires inspection by a city department, the person carrying on the business may be required to take out a license and pay a fee to cover the expense of inspection,[2] though not to impose a fee greater than such cost.[3]

If, however, there is no actual requirement of expense, but the city renders a special service, as, for instance, by guarding premises against disorder or against fire, a problem of another sort is presented. May the city exact compensation for its services? On principle, one would be inclined to say, No, if the service is rendered from a public motive; Yes, if individual benefit is the controlling motive. Taxation covers all public purposes, and should pay for expenses legally incurred on behalf of the public; but taxation to pay for private expenditure is illegal and therefore money raised by taxation should not be used to pay for private service. The few authorities are not at all in agreement. If, for instance, a city by ordinance requires the placing of a policeman at a theatre, the purpose must be a public one, and no compensation should be exacted from the owner; and it was so held in the earliest case.[4] So,

[1] Chicago Union Traction Co. *v.* Chicago, 199 Ill. 259, 65 N. E. 451.
[2] Fort Smith *v.* Hunt, 72 Ark. 556, 82 S. W. 163.
[3] Wisconsin Telephone Co. *v.* Milwaukee, 126 Wis. 1, 104 N. W. 1009.
[4] Waters *v.* Leech, 3 Ark. 110.

if a city ordinance requires a fireman to be stationed at a theatre, it has been properly held that the owner could not be required to pay the expense;[5] but the opposite decision has also been reached.[6]

A somewhat similar question is raised by an ordinance requiring an abutting owner to clear snow off his sidewalk at his own expense. This ordinance has been held valid,[7] but the better view appears to be that the ordinance is unreasonable, since it requires a single class of abutting owners to pay for a purely public benefit.[8]

If, however, a landowner desires and asks for special protection, not required for the public interest, it is common practice, and it would seem theoretically sound to require payment.

A recent English case, *Grays Urban District Council* v. *Grays Chemical Works, Limited*,[9] seems to be decided upon this correct distinction. The defendant was owner of an acid plant, of which the roof had caved in; there was danger that the premises would catch fire from acid flowing out of broken carboys. He accordingly called the fire department of plaintiff District Council, and the department remained until the immediate danger of fire was over. He then asked that firemen be supplied to watch the premises during the removal of the debris, and four firemen remained for several days. Plaintiff having sued for compensation for services of the firemen on the first day, and also for the services of the four left to watch the premises, it was held that the defendant could not be called upon to pay for the services of the department, but that he must pay for the time of the four men who were left to watch the debris.

MISTAKE OF LAW IN EQUITY AND AT LAW. — American courts in their latest decisions have clearly displayed the tendency to confine the mistake of law doctrine within even narrower limits than heretofore. They still sternly declare that *ignorantia legis non excusat*, but we find them nevertheless granting relief in the particular cases under the guise of some exception to the rule. With respect to reformation of instruments the greatest liberality has been evidenced, while with cases involving recovery of money paid under mistake, occurring as they do, chiefly at law, the rule has been relaxed to a less degree. In many cases where relief for a mistake of law has been refused, the court would have reached a like result even if the mistake had been one of fact.[1] On the other hand, some jurisdictions have refused to subscribe to the progressive tendency and have of late applied the doctrine in all its rigor.[2]

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[5] Chicago *v.* Weber, 246 Ill. 304, 92 N. E. 859.
[6] Tannenbaum *v.* Rehm, 152 Ala. 494, 44 So. 532.
[7] Goddard, Petitioner, 16 Pick. (Mass.) 504.
[8] Gridley *v.* Bloomington, 88 Ill. 554.
[9] [1918] 2 K. B. 461.

[1] See Jacobson *v.* Mohall Telephone Co., 34 N. D. 213, 157 N. W. 1033; Traweek *v.* Hagler, 75 So. 152 (Ala.); Porter *v.* Wright, 145 Ga. 787, 89 S. E. 838; Johnson *v.* Hernig, 53 Pa. Sup. Ct. 179; Diebel *v.* Diebel, 116 Minn. 168, 133 N. W. 463; Houlehan *v.* Inhabitants of Kennebec County, 108 Me. 397, 81 Atl. 449.

[2] Tilton *v.* Fairmont Lodge, 244 Ill. 617, 91 N. E. 644; Baker *v.* Pierce, 197 Ill. App. 158; Shields *v.* Hitchman, 251 Pa. 455, 96 Atl. 1039; Clark *v.* Lehigh Coal Co.,